

Request for Proposal  
Document  
For

Providing Services of Door to Door Collection,  
Secondary Storage, Transportation and Processing of  
Municipal Solid Waste

DATE: .....

Nagar Parishad, Motihari

Signature of Bidder / Authorized Person

**Government of Bihar  
Nagar Parishad, Motihari**

**Notice inviting request for proposal for hiring services for Door to Door collection, Secondary Storage, Transportation and Processing of Municipal Solid Waste**

1. Nagar Parishad, Motihari invites sealed proposals from eligible experienced firms/NGOs/agencies for the works mentioned below.

Description of Work	Bid Security	Contract Duration
Door to Door Collection, Secondary Storage, Transportation and Processing of Municipal Solid Waste for Motihari Town.	200000.00	3 Years

NIT: No. 07/2015-16  
01.12.2015

Date:

2. Interested bidders may download the complete request for proposal, from tender section on the website [www.eastchamparan.bih.nic.in](http://www.eastchamparan.bih.nic.in) and enclose a Demand Draft of Rs. 5000.00 against cost of RFP Document applicable in favour of Executive Officer, Nagar Parishad, Motihari, payable at Motihari.
3. Interested Bidders may submit their proposal along with the requisite cost of the RFP document. No. proposal will be accepted without cost of RFP document. No liability will be accepted for downloading the incomplete document.
4. Sealed completed proposals along with the Bid security in acceptable form will be received in the office of the Executive Officer, Nagar Parishad, Motihari at the address below on any working day up to 15:00 hours on date: 11.01.2016 Technical proposals shall be opened on same day at 15:30 hours at following address.

OFFICE OF NAGAR PARISHAD, MOTIHARI (CHAMBER OF EXECUTIVE OFFICER)  
(Tel: 06252231388, E-mail: [nagarparishadmotihari@gmail.com](mailto:nagarparishadmotihari@gmail.com))

5. Pre-Proposal Meeting will take place on 04.01.2016 at 11:00 Hrs. at place: Nagar Parishad Office Motihari. All bidders are advised to raise their queries in writing before the pre-proposal meeting during working hours through. E-mail. [nagarparishadmotihari@gmail.com](mailto:nagarparishadmotihari@gmail.com)
6. The Executive Officer, Nagar Parishad, Motihari reserve the right to accept or reject any or all proposals without assigning any reason there of.

Executive Officer  
Nagar Parishad, Motihari

## SECTION 1: LETTER OF INVITATION

Section 1 – Letter of invitation

Ref: Invitation No. .-----/SWM/2013-14/

Date:

From

Executive Officer,  
Nagar Parishad, Motihari.

To

.....  
.....

Attention: Mr./Ms.:

- 1. Executive Officer, Nagar Parishad, Motihari invites proposals to provide the following services:

Door to Door Collection, Secondary Storage, Transportation & Processing of Municipal Solid Waste.

- 2. A firm will be selected under Least Cost Selection (LCS) basis and procedures described in this RFP, in accordance with the policies of the Govt. of Bihar.

- 3. The RFP includes the following documents:

Section 1 - Letter of Invitation  
Section 2 - Instructions to Bidders (including Data Sheet)  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference

- 4. Please note that, if your firm (or any associate firm or Joint Venture Partner or Co-Applicant or Individual nominated in any submitted Technical Proposal for this project) has been previously engaged to prepare the terms of reference (TOR) for this assignment, or any part thereof, your firm (and/or any associate firm or joint venture partner or Co-Applicant or Individual so engaged) shall be disqualified from participation in this assignment.

Yourssincerely,

Executive Officer,

Nagar Parishad, Motihari

## SECTION 2: INSTRUCTION TO BIDDERS

## SECTION 2- INSTRUCTIONS TO BIDDERS

1. Introduction	<p>1.1 ULB will select one or more agencies/NGOs/Firms in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 Eligible Agencies/NGOs/Firms are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidders.</p>
	<p>1.3 The Client will provide at no cost to the Bidders the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.</p> <p>1.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.</p> <p>1.5 Municipal Council is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
Conflict of Interest	<p>1.6.1 Conflict of interest will be deemed occurring where (i) supply of goods and services whose ToR/specifications were prepared by bidder themselves (valid for both individual and organisation); (ii) continuation of previous assignment wherein ToR / specifications have not been prepared by the Agency; (iii) conflicting assignments like monitoring and evaluation (iv) related assignments and (v) Agencies (individual/organisation) have a business or family relation with Client staff member directly or indirectly involved in preparation of ToR/recruitment/supervision.</p> <p>1.6.2 In case of situation, where conflict of interest is arising, the shortlisted bidder has to take permission from the Employer to bid.<sup>1</sup></p>
	<p>1.6.3 Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.</p>
Anticorruption	<p>1.7 The Bidders will observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this the Employer will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices</p>

<sup>1</sup> Unless specifically mentioned in the original ToR at the time of bidding, a Agency is free to reject a request from the client for preparation of ToR for the following stage of the assignment.

	in competing for the contract in question;
Only one Proposal	1.8 If a bidder (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of an Associate, including individual experts, in more than one proposal.
Proposal Validity	1.9 The Data Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of manpower and assets committed in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Bidders to extend the validity period of their proposals. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.
2. Clarification of RFP Documents	2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
Amendment of RFP Documents	2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
Client Clarification of Proposals	2.3 It is understood that from time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Bidder to provide any additional document which will enable the disqualified bidder to be qualified for the bid. However, the client may seek clarification from any or all bidders about the information provided by the bidder in his/their technical or financial proposal(s).
3.Preparation of Proposals	3.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the Hindi/English language.

	<p>3.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Bidders should enclose all necessary documentary proof indicated in the Data Sheet which are required to meet minimum eligibility criteria. Bidders whose proposals do not respond to the requirements of the documents comprising the RFP will be disqualified and the price proposal of such disqualified bidders will be returned unopened.</p>
	<p>3.3 While preparing the Financial Proposal, the bidder should take in to consideration all the operation &amp; maintenance cost and the revenue receipt from sale of compost from the processing plant.</p>
<p>Association Arrangements and Joint Ventures</p>	<p>3.4 While preparing the Technical Proposal, Bidders must give particular attention to the following:</p> <p>For the purpose of submitting a proposal and subject to para 1.3 above, a shortlisted Bidder may enhance its expertise for the assignment either by:</p> <p>(a) associating with number of firms indicated in the Data Sheet in which case, the bidder firm shall be the Lead Firm and shall be solely liable under the Contract, or</p> <p>(b) Forming a Joint Venture with number of other firms indicated in the Data Sheet, in which case the Bidder and the Partners of the Joint Venture shall be jointly and severally liable under the Contract.</p> <p>In the event that the Bidder forms an association or a Joint Venture as described above, the Bidder shall submit a copy of the letter of association or the Joint Venture Agreement, as the case may be, with its Technical Proposal. In the case of a Joint Venture, the Bidder shall also submit a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any letter(s) of association, Joint Venture agreement, and Joint Venture power of attorney referred to herein, shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the Technical Proposal of such Agency.</p>
<p>Full-time Employees</p>	<p>3.5 A regular full-time employee of the Bidder or the Associates is defined as a person who, on the date of submission of the Bidder's Proposal:</p> <p>(a) is currently employed under a contract or agreement of employment with the Bidder or Associates;</p> <p>(b) has been employed by the Bidder or the Associates for the last 12 consecutive months preceding the date of submission of the Proposal;</p>



	<p>(c) is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Agency or the Sub-Agency;and</p> <p>(d) is engaged to work for the Bidder or the Associates for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.</p>
Technical Proposal Format and Content	<p>3.6 Depending on the nature of the assignment, Bidders are required to submit a Full Technical Proposal (FTP), a Simplified Technical Proposal (STP), or a Biodata Technical Proposal (BTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information in the attached Standard Forms (Section3).</p>
4. Submission of Proposal	<p>4.1 The bidder shall submit One original &amp; one duplicate copy of technical proposal and one original copy of financial proposal. The technical proposal (both copies) &amp; financial proposal (only one original copy) must be placed in two separate sealed envelopes clearly written on the envelope, the name of assignment, TECHNICAL PROPOSAL or FINANCIAL PROPOSAL. Bid Security in the form of D.D. or Bank Guarantee or FDR shall be placed in a separate envelop. Original copy of RFP, corrigendum, addendum and minutes of pre-bid meeting must be attached with the technical proposal. All the three sealed envelopes must be placed in one envelope, sealed and written on top of the envelope "Name of Assignment". Envelope containing cost of RFP should be attached with the main envelope or to be handed over to the person accepting the proposals.</p> <p>All pages of the technical proposal &amp; financial proposal must be numbered and signed by the authorised signatory.</p>
	<p>4.2 The complete proposal should be submitted on the date &amp; time and place indicated in the Data Sheet.</p>
	<p>4.3 The representative of bidder shall be present while opening of the technical proposal (if he wishes to do so) and shall sign the attendance sheet. The technical proposal shall be opened on the date &amp; time and place indicated in the Data Sheet.</p>
5. Eligibility Criteria	<p>5.1 The Bidder should fulfil the minimum eligibility criteria indicated in the Data Sheet.</p>
6. Evaluation of Technical	<p>6.1 The technical proposals will be evaluated by the Empowered committee of the ULB on the basis of information provided in the</p>

Proposal	technical proposal of the bidders to check the compliance of eligibility criteria.
Opening of Financial Proposal	6.2 The financial proposal of those bidders who have been declared technically qualified will be opened in presence of the representative of bidders who choose to be present on the date & time communicated by the employer to the bidders in written form by letter or Fax or email.
Evaluation of Financial Proposal	6.3 The financial proposal of technically qualified bidders will be evaluated. Arithmetical corrections (if any) will be made by the Empowered committee and evaluated annual cost of each bidder payable to the bidder shall be arrived. The evaluated annual cost payable (excluding service tax) to the bidder shall be compared of all bidders. The bidder whose evaluated annual cost of service is minimum shall be considered for award of contract.
7. Performance Security	7.1 The selected bidder shall submit performance security of 10% of agreed total annual cost of service (including service tax) payable to the agency in the form of Bank Guarantee or FDR valid for 15 months from the date of issue of Letter of Acceptance (LOA).

## Section 2: Data Sheet to Instruction to Bidders

Paragraph Reference	Description
1.1	Name of the Client: Executive Officer, Nagar Parishad, Motihari. Method of selection: Least Cost Selection (LCS) Method.
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: Door to Door Collection, Secondary Storage, Transportation and Processing of Municipal Solid Waste. The overall scope of work is as specified in the Terms of Reference.
1.3	(i) Space for Grievance Redressal Cell will be provided by the ULB. (ii) Space for parking of vehicle and for workshop will be provided by the ULB. (iii) Receipt book or coupon for collection of user charges. (iii) Following vehicles and equipments available with the ULB will be provided by the ULB for operation & maintenance on nominal rent basis: The number may vary due to future procurements and accordingly the rent will be decided by the Nagar Parishad, Motihari. 1. 250 Ltr. Dust bins ..... 300 Nos. @ No Cost. 2. 660 Ltr. Dust bins .....150 Nos. @ No Cost. 3. Tata ACE Hydrolic Tipper.....14 Nos. @ 1000/Month. 4. Tractor with trolley ..... 06 Nos. @ 1000/Month each set.
1.9	Proposals must remain valid for 120 days after the submission date
2.1	Clarifications may be requested not later than 10 days before the submission date. The address for requesting clarifications is: The Executive Officer Nagar Parishad, Motihari. (Tel: 06252231388 Email: nagarparishadmotihari @gmail.com) The queries may be sent by post, by Fax or by email to the employer in writing or the bidder may raise query during pre-bid meeting scheduled to be held on 04.01.16 at 11.00 am at the office of Nagar Parishad, Motihari. The Client's representative is: Municipal Executive Officer of Nagar Parishad, Motihari

3.2	<p>The Bidder is also advised to visit, walk in to the streets and examine the service area under Municipal Limits of ULB, disposal ground and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for collection and transportation of Municipal Solid Waste. The costs of visiting the processing site and the municipal area shall be at the Bidder's own expenses. The Bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.</p> <p>Following documentary proof are required related to eligibility of technical bid:</p> <ul style="list-style-type: none"> <li>(i) Registration of firm/company/NGO (both lead partner &amp; JV partner in case of Joint Venture) with the state government / Govt. of India under the relevant Act.</li> <li>(ii) Audited financial statement (Balance Sheet and Profit &amp; Loss Statement) of the firm/company/NGO (both lead partner &amp; JV partner in case of Joint Venture) for the last 3 years i.e. 2012-13, 2013-14, 2014-15</li> <li>(iii) Solvency Certificate and letter of credit issued by the bidder's (lead partner in case of Joint Venture) banker,</li> <li>(iv) Copy of work orders &amp; completion certificates (in case of completed projects) or certificate of satisfactory operation (in case of on-going O&amp;M project) in favour of bidder (both lead partner &amp; JV partner in case of Joint Venture)</li> <li>(v) Details of technical Personnel available for the assignment</li> <li>(vi) Details of Plant &amp; Machinery available with the bidder's (lead partner &amp; JV partner in case of Joint Venture) firm</li> <li>(vii) Form of association or joint venture agreement in case of association/ joint venture.</li> <li>(viii) Power of Attorney for the authorised person to sign the bid/proposal</li> <li>(ix) Bid Security in the form of D.D. or Bank Guarantee in favour of the employer or Fixed Deposit Receipt (FDR) pledged in the name of employer</li> <li>(x) Cost of RFP Document in the form of D.D. only</li> </ul>
3.3	<p>The bidder should assess the quantity &amp; quality of waste to be collected, transported and processed from their own sources/ surveys. However, available data will be provided by the ULB.</p>
3.4	<p>Association or Joint Venture Bid allowed but the number of Associated Partners/ Joint Venture Partners including lead partner should not be more than two (2).</p>
3.6	<p>The format of the Technical Proposal to be submitted is: Simplified Technical Proposal (STP) Following Technical Forms must be filled up:</p>

	<p>TECH-1: Technical Proposal Submission Form</p> <p>TECH-2A: Firm's Organization</p> <p>TECH-2B: Financial Statement</p> <p>TECH-2C: Firm's Experience</p> <p>TECH-2D: Key Technical and Managerial staff</p> <p>TECH-3: Methodology for proposed operation &amp; maintenance</p> <p>TECH-4: Format for power of attorney for signing of proposal</p> <p>TECH-5: format for power of attorney for lead member of consortium / joint venture</p>
4.1	<p>Bid Security of an amount specified in the Notice Inviting RFP in the form of D.D. or Bank Guarantee in favour of employer or Fixed Deposit Receipt (FDR) pledged in the name of employer valid up to 30 days beyond the date of validity of bid shall be submitted along with each proposal. The bid security of a bidder will be forfeited if the bidder withdraw his proposal after due date of submission. The bid security of successful bidder will be forfeited if he refuses to execute the agreement or if he does not submit performance security.</p>
4.2	<p>Proposals must be submitted no later than the following date and time: 15:00 hours on 11.01.2016. Place: Office of Executive Officer, Nagar Parishad, Motihari.</p>
4.3	<p>Technical proposal shall be opened on the following date &amp; time: 15:30 hours on 11.01.2016. Place: Office of Executive Officer, Nagar Parishad, Motihari.</p>
5.1	<p>The minimum eligibility criteria to be technically qualified is as follows:</p> <p>(i) The bidder (both lead partner &amp; joint partner in case of JV) should be a legal entity registered with the state government/ Govt. of India under relevant Act;</p> <p>(ii) The bidder (lead partner firm in case of JV) should be operational in India since last 02 years;</p> <p>(iii) The bidder should have minimum average annual turnover of Rs. 10 lacs. of last 02 years.</p> <p>(iv) Net worth of the bidder (lead partner firm, associate firm &amp; JV firm jointly in case of JV) should be positive</p> <p>(iv) The bidder (lead partner firm, associate firm &amp; JV firm jointly in case of JV) should have been operated or completed at least:</p> <p style="padding-left: 40px;">door to door collection of municipal waste, secondary storage and transportation in one or more towns (s).</p>

## SECTION 3: TECHNICAL FORMS

# Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To:

The Executive Officer,  
Nagar Parishad, Motihari.

Dear Sir:

I/ We, the undersigned, offer to provide the services for door to door collection, secondary storage, transportation and processing of Municipal solid waste in accordance with your Request for Proposal dated [11.01.2016] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.<sup>2</sup>

We are submitting our Proposal in association with/as a Joint Venture: [Insert a list with full name and address of each joint venture partner or Co-applicant].<sup>3</sup> Attached is the following documentation: [letter(s) of association or Joint Venture Agreement and Joint Venture power of attorney for lead or managing Partner]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed methodology and personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the Notice to Proceed.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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<sup>2</sup> If applicable.

<sup>3</sup> [Delete in case no association or Joint Venture is proposed.]

## Form TECH-2: Firm's Organization and Experience

### A - Firm's Organization

*[Provide here a brief description of the background and organization of the Firm and, if applicable, associated partner and each joint venture partner for this assignment.]*

### B – Financial Statement

Each Bidder or partner of JV must fill in this form:

<b>Financial Data for Previous 2 Years in INR</b>		
	<b>Year 01 : 2013-14</b>	<b>Year 02 : 2014-15</b>

#### Information from Balance Sheet

<b>Total Assets</b>		
<b>Total Liabilities</b>		
<b>Net Worth</b>		
<b>Current Assets</b>		
<b>Current Liabilities</b>		

#### Information from Income Statement

<b>Total Revenues/ Turn over</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

Q Attached are copies of audited balance sheets including income statements for the last three years.



## C - Firm's Experience

*[Using the format below, provide information on each assignment for which your firm, and each joint venture partner or Co-applicant for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture or Co-applicant, for carrying out services similar to the ones requested under this assignment. Fill up separate sheet for each project]*

1.	Name of Project & town	
2.	Name, Address & contact numbers of Client	
3.	Name of Entity undertaken the Project	
4.	Scope of work	
5.	Project Cost (annual tipping cost)	
6.	Waste Handling Capacity / Project size/ Population	
7.	Bidders role in the project	
8.	Contract Period	
9.	Completed or On going	
10.	Details of the assistance / equipment provided by the ULB	
11.	Date of award/ Date of start	
12.	Delays in commissioning, if any with their reason	
13.	No. of months of Operation & Maintenance	
14.	No. of Households covered for door to door collection	No. of Households covered for door to door collection  For Yr.2013-14  For Yr.2014-15
15.	Actual average tonnage of MSW Transported per day	For Yr.2013-14  For Yr.2014-15
16.	Length of Road Swept in KM/day	For Yr.2013-14  For Yr.2014-15
17.	Length of Drain Cleaned in KM/day	For Yr.2013-14

		For Yr.2014-15
18.	Processing of solid waste tons/day	For Yr. 2013-14 For Yr.2014-15
19.	Has the project stopped / failed after commissioning, if yes, provide reason	
20.	Litigations with the client, if any	
21.	Details of the Technical and Managerial staff engaged	
22.	% Equity shareholding in the project	
23.	Status of project	
24.	Remarks / Other Details	

Date:

Place:

Rubber Seal of the Bidder/

(Signature of the Authorised Signatory)

Lead Member of the Consortium

(Name and designation)

In the capacity of \_\_\_\_\_(position) duly authorized to sign this Proposal for and behalf of \_\_\_\_\_(name of Sole Bidder / Lead Member of the Consortium)

\_\_\_\_\_(Address)

**D. Key Technical and Managerial staff**

*[Using the format below, provide information on key technical and managerial staff of your firm, and each joint venture partner or Co-applicant for this assignment, proposed to work on the assignment for carrying out services under this assignment.]*

Name	Position Assigned	Area of Expertise	Task Assigned	Employment Status with Firm (full-time or on contract)	Education/ Degree (Year / Institution)	No. of years of relevant project experience

## Form TECH-3: Methodology for proposed operation & maintenance

(To be attached with Firm's proposed Approach & Methodology)

The Implementation Plan shall comprise:

### 1. Proposed Strategy

- a. Proposed plan for communicating with the Client staff
- b. Mechanism for collection and transportation of MSW
- c. Service Provider shall be required to submit a chart setting out the process flow for the activities envisaged.

### 2. Daily Time Schedule for carrying out and completion of various activities

- a. Collection of MSW from various generators
- b. Mechanical Street Sweeping and drain cleaning operations
- c. Transportation of MSW to designated sites

Activity	Start time	Completion Time
Bidder shall list out every activity to be carried out		

### 3. Infrastructure (tools, equipment and vehicles) required for execution of the Project. (Please refer the indicative requirements mentioned in the ToR)

Sr. No	Equipment / Implement	Number

Sr. No.	Vehicle Type	Number			Capacity in terms of Volume
		Owned	Leased	Total	

### 4. Processing Technology (Method of Composting)

Describe the process, list of plant & machinery, power requirement, likely % of rejects etc.

### 5. Awareness Campaign to be initiated

- a. Number of campaigns envisaged

b. Mode of conducting campaigns

5. Mechanism for Grievance Redressal

6. Manpower Proposed to be Deployed

Sr. No.	Staffing Aspect	Details
1	Total number of people to be deployed*	
2	Type of Staffs	
	Operational Staff*	
	Supervisory Staff*	
	Any other	

*\* Describing role & activities to be performed by each staff*

7. Monitoring mechanism proposed

8. Mechanism for addressing any emergency situation

Form TECH-4

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We.....(*name and address of the registered office*) do hereby constitute, appoint and authorize Mr /Ms.....  
..... (*name and residential address*) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our for taking up on the Project of ----- (*title of the project*) in area of ULB, (hereinafter referred to as specific ULB), including signing and submission of all documents and providing information/responses to BNP in all matters in connection with our Proposal.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2016

For \_\_\_\_\_

(Name and designation of the person(s)

signing on behalf of the Bidder)

Accepted

\_\_\_\_\_Signature)

(Name, Title and Address of the Attorney)

Date: .....

Note:

Note:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the*

*executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

- 2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3. In case the Proposal is signed by an authorized Director, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Form TECH-5

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM / JOINT VENTURE

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Whereas ----- (Name of the employer) has invited tenders from interested parties for Providing services of Door to Door collection secondary storage transpiration & processing of Municipal solid waste as Per MSW Rules 2000 within Municipal limits of Motihari Nagar Parishad.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Tender(Tender Document), and other connected documents in respect of the Project, and Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project

NOW THIS POWER OF ATTORNEY WITNESSES THAT;

We, M/s. -----, M/s ----- M/s. -----

(the respective names and addresses of the registered office) do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with BNP, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the end of the contract period.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member/Lead Technical Member and the Lead Financial Member our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this .....Day of ..... (month) 2016

.....

(Executants)

(To be executed by all the members of the Consortium)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the



*executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

## SECTION 4: FINANCIAL PROPOSAL

## Section 4: Financial Proposal

### - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.3 of Section 2. Forms FIN-1, FIN-2, are to be used whatever is the selection method indicated in para 1.1 of Section 2.

- 1) In no circumstances, escalation in the prices / rates will be entertained for 1<sup>st</sup> year of contract
- 2) Rates must be inclusive of all taxes but excluding service tax which shall be paid on actual as per prevailing rates.
- 3) Rates must be submitted in the Performa of Schedule of rates.
- 4) All the terms of the tender document are applicable.

# Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To:

The Executive Officer

Nagar Parishad, Motihari.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Providing services of Door to Door collection secondary storage transpiration & processing of Municipal solid waste in accordance with your Request for Proposal dated *11.01.2016* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures<sup>1</sup>]*. This amount is exclusive of the service taxes & local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.9 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

1 Amounts must coincide with the ones indicated under Total in Form FIN-2.

## Form FIN-2: Schedule of Price

Project Title: Door to Door Collection, Secondary Storage, Transportation and Processing of Municipal Solid Waste for Motihari town

Sr. No.	Description	Approximate Quantity in MT per year	Rate (Rs. Per MT)	Amount (in Rs.)
1.	Door to door collection of waste from every household within municipal area of town Motihari, secondary storage and transportation of waste up to identified waste processing site	@ 0.25 to 0.3 Kg/capita/day		
2.	Road Sweeping of all roads within the municipal area of town Motihari, secondary storage and transportation of waste up to identified waste processing site	@ 0.1 to 0.2 Kg/capita/day		
3.	Drain Cleaning of all drains within the municipal area of town Motihari and transportation of dried waste up to identified dumping site	@ 0.1 to 0.2 Kg/capita/day		
4.	Processing of municipal waste at identified site	@ 0.3 to 0.5 Kg/capita/day		
5.	Total annual charges (1+2+3+4)			
6.	Service tax			
7.	Net annual charges payable	In Figure		
		In words		
8.	Collection & Transportation of debris/ construction waste (Rs. Per MT)			

*(delete the item which is not supposed to be performed by the outsourced agency/ service provider)*

**Note: -**

1. Rate quoted includes all costs for manpower as well as operation & maintenance of vehicles & equipments.
2. Capital cost of development of processing site, construction approach road, boundary wall & office building, weigh bridge room & installation of weigh bridge shall be borne by the ULB but capital expenditure for plant & machinery for processing of waste shall be borne by the agency/ service provider.
3. The rate of transportation of debris/ construction waste will not be used for evaluation but will be used to make payment only if ULB assign this job to the agency/ service provider.
4. Service tax shall be paid as per the prevailing rate at the time of submission of invoice.

## SECTION 5: TERMS OF REFERENCE

## Section 5: Terms of Reference (ToR)

### 1. Brief Description of Task

**Nagar Parishad, Motihari for Motihari town** in Bihar wishes to engage private operators for Daily Primary Door to Door Collection of Waste, Secondary Storage, Transportation and processing of Municipal Solid Waste as per MSW Rules 2000 and best engineering practices within municipal limits. Sanitary Land fill site is not under scope of this work. It will be constructed & developed subsequently after getting proper land. The income derived from sale of recyclable material and compost shall be of the agency. The agency will be responsible for providing services under the scope of work for whole town.

### 2. Background

#### 2.1. Introduction

Solid Waste Management is one of the most essential services for maintaining the quality of life in the urban areas and for ensuring better standards of health and sanitation. Municipalities have overall responsibility for solid waste management (SWM) in their cities. However, most of them are currently unable to fulfil their duty to ensure environmentally sound and sustainable ways of dealing with waste generation, collection, transport, treatment, and disposal. The failure of SWM can result in serious health problems and environmental degradation. Because of deficient collection services, uncollected waste often mixed with human and animal excreta is dumped indiscriminately in the streets and in drains, thereby contributing to flooding, breeding of insect and rodent vectors, and spread of disease. Even when waste is collected, it is disposed of in uncontrolled dumpsites or burned openly. This practice further aggravates environment through impacts on water and air. The problem of SWM in India, when combined with rapid urbanization and unplanned development, is expected to be of such magnitude that significant reasons exist to initiate immediate action for improvements.

Like many other Indian cities, Motihari too need to improve SWM systems and practices. The salient features of the town are as follows:

- (i) Population 2011 census 1,25,183
- (ii) Municipal Area (in sq. km.) 19.5 sq K.M
- (iii) Length of Pucca roads (in Km.) 65.28 K.M
- (iv) Length of Kachcha roads (in Km.) 9.2 K.Ms
- (v) Present Waste generation 50 Ton (approximately)
- (vi) No. of shops 3000 approx.
- (viii) No. of commercial institutes 70.
- (ix) No. of hospitals/nursing homes/ pathology labs etc. 125.
- (x) No. of Hotels 35.
- (xi) No. of Restaurants 40.

Motihari is keen to improve the quality of service delivery by involving the private sector in the collection, transportation and processing of municipal waste. The Nagar Parishad, Motihari has invited sealed bids for daily door to door collection of municipal solid waste from all households in municipal area, **road sweeping, drain cleaning**, transportation of all waste to processing site and processing of waste, all work shall be as per specifications defined in Municipal Solid Waste (Management and Handling) Rules, 2000 and best engineering practices.

Following vehicles and equipments currently owned and operated by the ULB will be handed over to the agency/ service provider for operation & maintenance and a nominal rent will be charged from the agency/ service provider as follows: The member & equipments may vary due to future procurements.

1. 240 Ltr. Dust bins ..... 300 Nos. @ No Cost.
2. 660 Ltr Dust bins .....200 Nos. @ No Cost.
3. Tata ACE Hydraulic tipper .....14 Nos. @ 1000/Month each set.
4. Tractor with trolley ..... 06 Nos. @ 1000/Month each set.

If the agency/ service provider feels that the ULB's vehicle & equipments are not sufficient to perform the services, they can deploy their own vehicles & equipments for operation but no extra payment shall be made by the ULB to the agency/ service provider in such case.

## 2.2. Objectives

The overall objective of this project is to create an efficient and effective solid waste management system in the entire municipal area. The sub objectives are as follows:

- a) To comply with Municipal Solid Waste (Management and Handling) Rules, 2000 and applicable laws, rules, guidelines in India and best engineering practices through Public Private Participation.
- b) To improve the existing standards of public health and environmental quality by establishing efficient mechanism for collection and transportation of MSW.
- c) Ensure clean and hygienic collection and transportation system of MSW.
- d) Improve productivity of manpower, materials and equipment and promote economic operations of services.
- e) Promote and protect the quality and sustainability of overall urban environment in the service area.

## 2.3. Staff associated at present for SWM

The staff deployed at present by the ULB are as follows:

Supervisory staff Jamadar (on payroll)- 7 Nos

Supervisory staff Jamadar (on Contract)- 15 Nos

Driver (on payroll)- 2 Nos

Driver (on Contract)- 19 Nos

Safai Karmchari (on payroll) 113Nos

Safai Karmchari (on Contract) 114Nos

## 3 Scope of Work



- 3.1 Nagar Parishad, Motihari is desirous of implementing an 'Integrated Municipal Solid Waste Management Project' covering various components of waste management from primary collection to final disposal, so part of the services (Except Sanitary Land Fill Site) are being contracted in this contract.

The selected bidder/agency would be required to take up following components under this contract assignment:-

- a. Door-to-door collection of municipal solid waste from households, shops, commercial institutes, vegetable & fish market, slaughter houses & meet market, hotels, restaurants, hospitals/ nursing homes/pathology labs (other than biomedical waste), marriage homes, banquet halls, educational institutes, offices, dairies etc. through containerized Hand Trolley/Tractor Tailor/J.C.V./auto tippers etc.
- b. Collection of waste from litter bins kept at different places in the municipal area.
- c. Lifting of dead animals and transportation up to designated site.  
Secondary Storage of waste in intermediate secondary storage Dustbins 660 liters & 250 Liters capacity).
- d. Maintain hygienic conditions in and around existing dustbins in the service area and spraying disinfectants in their vicinity.
- e. Transportation of waste in covered vehicles from Secondary Storage Points to the designated processing site (refuse compactor or dumper placer).
- f. Installation of plant & machinery for waste processing
- g. Undertake awareness generation activities
- h. Collection of user charges as prescribed by the state government/ ULB (receipt book/ coupons will be provided by the ULB)
- i. Depositing collected money in to Escrow Account of ULB on same day.
- j. Street sweeping of all roads, collection in secondary storage containers and transportation up to waste processing site (delete if to be done by existing staff of ULB).
- k. Clean all Storm water drains, kept for drying for maximum 02 days (depends upon the area) and transportation of dried silt/waste up to designated dumping site
- l. The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best engineering practice. The agency/ service provider shall be responsible for obtaining necessary clearance from state pollution control board or from Ministry of Environment & Forest.
- m. Designate and appoint suitable field officers/ representatives to supervise all field operations.
- n. Maintain adequate inventory of fully operational collection, storage and transportation equipments, vehicles and protective gears for personnel engaged in the operations at its own cost
- o. Maintain grievance redressal cell in 2 shifts (06:00 AM to 10:00 PM)
- p. Agree and establish a monitoring mechanism

### 3.2 Repairs and Maintenance

The agency/ service provider will take over the vehicles & equipments specified in para 2.1 above from the municipal authority in good operational condition and shall keep them in good operational condition during the service period. The agency/ service provider shall carry out regular repair and maintenance of vehicles / carriers / containers /

Hand Trolley/Dust bins etc. to keep them good in operational conditions. All costs of repair and maintenance shall be borne by the agency/ service provider. The agency/ service provider should keep back up of vehicles and equipments to sustain its operations without any delay due to malfunctioning of any vehicle/equipment.

### 3.3 Collection of User Charges

- The state government has issued a notification of user charges to be collected from each household, shop, institute, hospital, nursing home, hotel, restaurant, banquet hall etc. The ULB will issue a separate notification or will follow the notification issued by the state government.
- The municipal authority will print receipt book in which the name of agency/ service provider (*an authorised agency for collection of user charges for SWM*) shall be printed. The municipal authority will issue these receipt books for collection of user charges to the agency/service provider.
- The agency/ service provider will collect the user charges from each household, shop, institute, hospital, nursing home, hotel, restaurant, banquet hall etc. as per notification and will deposit the collected amount in an escrow account operated by the municipal executive officer.
- The agency/ service provider will also prepare list of households, shops, institutes, hospitals, nursing homes, hotels, restaurants, banquet halls etc. who have not paid the user charges and will submit the same to the ULB every month. The ULB may recover the dues in its own way.

### 3.4 Capacity Building and Public Awareness

- Designing and implementing public awareness campaigns to elicit the best response from public in practicing door-to-door collection and restraining from the traditional practices of dumping the wastes into the drains, littering on the roads and or any other space in the service area. Segregation of waste at source will be attempted after one year.
- Involve NGO, RWA, Schools, BNP officials, councillors and local leaders in public awareness campaigns.

### 3.5 Monitoring and Complaint Redressal system

- Establish Control Room to monitor daily collection and transportation of MSW and provide the best responsive services for complaints. The agency shall employ minimum two personnel having minimum qualification of graduation and should be directed to register each and every complaint of residents/ward councillors or any other official of BNP. Every complaint registered in a day shall be attended within 24 hours.
- Co-ordinate with Municipal Council for providing effective and sustained services for collection and transportation of Municipal Solid Waste.
- Maintaining grievance redressal cell in two shifts (06:00 AM to 10:00 PM)
- Agree a monitoring mechanism to ensure compliance of the same.

### 3.6 The scope would not include

Collection of bio-medical and industrial hazardous waste is not included in scope of work. However, due to any reason if the agency/ service provider is asked to collect & transport the debris or construction waste, extra payment @ rate agreed between both parties shall be paid to the agency/ service provider on the measured weight basis.

#### 4. Performance Security against the Work

4.1 Within ten (10) days of the receipt of letter of acceptance (LOA) from the Employer, the successful Bidder shall:

- Furnish the Performance Security for an amount equal to 10% of agreed annual contract amount in the shape of Demand Draft or fixed deposit receipt (FDR) pledged in favour of Employer or Bank guarantee valid for 30 days beyond one year from the date of issue of award of work using Performance Security Form included in Section VI, Contract Forms, or another form acceptable to the Employer;
- Attend office of Employer to sign the agreement on non judicial stamp papers as fixed by State Government.
- Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder.

4.2 The agency/ service provider shall submit the revalidated bank guarantee of performance security for further one year before 30 days from the date of expiry of validity.

#### 5. Forfeiture of Security Deposit against Work

5.1 If during the term of this contract, the agency/ service provider is in default of the due and faithful performance of his obligations under this contract, municipal authority shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

#### 6. Refund of Security Deposit against Work

6.1 The Security Deposit against work will be returned to the agency/ service provider within 28 days from the date of completion of the Contract.

#### 7 Prime features of Work / Service to be performed / provided

The prime features of work/service, to be performed and provided under this contract by the agency, are as follows

- a) The work encompasses collection of all type of Municipal Solid Waste daily from all wards in the municipal area.
- b) The end results aim at implementation of operations and providing of services as defined in the MSW Rules, 2000.
- c) Daily door to door collection of MSW from residential areas will be carried out generally in first shift, but it can be spread in two shifts, if desired.

- d) Daily door-to-door collection of segregated or unsegregated MSW will be carried out beat-wise/street-wise/sector-wise by hand Trolley/auto-tippers/Tractor/any suitable means.
- e) The services of door-to-door collection and transportation of waste shall be provided on all 365 days in a year, 366 days in the leap year, irrespective of any National Holidays, Festivals and Sundays.
- f) The waste collector should reach the house or shop at a fixed time on every day so that the house lady or shop keeper is ready to give the waste to the waste collector. The waste collector should blow whistle as soon as he enters the street and reach near to the house.
- g) All the MSW generated and collected shall be lifted and transported to designated processing site within 24 hrs.
- h) Dumping of the MSW on floor or ground is prohibited.
- i) Ensuring no open dumping points/spots within the municipal area and no littering of MSW on open place(s)/ drains.
- j) The MSW shall not be disposed off/dumped/unloaded at any place other than that specified. Disposal of waste in any area other than specified will be termed as Deficiency of Service.
- k) There should be no overflow of garbage/refuse/MSW from the litterbins and containers. If the garbage is littered outside the bins/containers for any reason, agency should appoint workers to lift the waste and keep it inside the bin as soon as possible.
- l) All litter bins provided along the roads/streets/public places shall be emptied in the containers or handcarts and shall be transported to the processing ground daily.
- m) The ground at the place where the vehicles stop for loading shall be cleaned and disinfected with an approved disinfectant.
- n) There shall not be any dislocation or removal of covers of the vehicles and containers during transportation, exposing the MSW to the open atmosphere.
- o) There should be no spillage of MSW at the loading point and during transportation. If the garbage is spilled outside the bins/containers or on roads or open area for any reason, agency workers should immediately lift the waste and keep it inside the bin/container as soon as possible.
- p) In case of roads totally closed for renovation/ reconstruction or laying utilities etc, the agency shall convey the situation to the concerned Officer of ULB in writing. The work shall be carried out by parking the vehicles (auto tipper/truck/compactor) at the nearest accessible place and carrying MSW by handcarts up-to the point and back.
- q) The agency will make efforts to develop such mechanism of collection and transportation of MSW, which minimizes the need of containers.
- r) Agency shall not use vehicles for any other use than providing MSW lifting services within municipal area. Commissioner/ E.O. of concerned ULB may send vehicles/ equipment's for different purpose or, out of the municipal area in case of emergency or any other purpose found suitable.

- s) The agency on request of ULB shall procure, install & commission electronic weigh bridge of minimum 25 tons capacity (pit type or pit less) at the processing site/ dumping ground. Necessary computer hardware, software, printer and web camera shall also be installed with the weigh bridge so that weight of each vehicle containing garbage is recorded and saved with the photograph of number plate of vehicle. The cost of procurement, installation & commissioning of weigh bridge including computer hardware, software and web camera shall be paid by the ULB to the agency.

#### 8. Time Schedule for Implementation of Works

The Service Provider shall adhere to the time schedule set out in the table below for implementation of the Project:

Sr. No.	Activities	Time Schedule
1	Door to door collection of MSW from various households (Daily)	6:00 AM to 9:00 AM in summer 7:00 AM to 10:00 AM in winter
2	Door to door collection of waste from commercial buildings/ market etc. (Daily)	9:00 AM to 11:00 AM in summer 10:00 AM to 12:00 Noon in winter
3	Collection of MSW from Collection point / storage bin and transportation up to processing site (Daily)	9:00 AM to 3:00 PM
4	Street Sweeping (Daily)	6:00 AM to 9:00 AM in summer 7:00 AM to 10:00 AM in winter
5	Drain Cleaning (each drain once in a week)	9:00 AM to 3:00 PM

8.1 The agency shall ensure the presence of his workers every day at specified time and will strictly adhere to punctuality. The agency shall also ensure that door to door waste collector collect the waste at a fixed time every day from a particular house/premise.

8.2 The agency can modify the working hours with the consent of the ULB. The agency should inform of such changes to ULB.

8.3 In case when the agency is responsible for whole operation including road sweeping & drain cleaning, the agency shall engage the services of existing workers of ULB and will pay the same wages as being paid by the ULB.

#### 9 Contract management and counterpart staff

9.1 Concerned ULB will be the Contract Management Agency.

9.2 The Bidders will work under the overall guidance, technical control, and direction of Concerned ULB.

9.3 Concerned ULB shall also designate one nodal officer and other counter-part staff for co-ordination with different line agencies, other Govt. agencies, and assist in providing data and other information required for performance of the services.

#### 10 Contract Price and Payment

##### 10.1 Contract Price

- 10.1 The Contract Price shall cover all expenditure incurred on supervisory staff, workers, establishment, fuel, repairs and maintenance of vehicles & equipments, spares and consumables, **plant & machinery of processing plant** and any other expenses. The Contract Price shall also include all duties, taxes that may be levied in accordance to the laws and regulation in-force on the equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the operations to be performed under the Contract. Nothing in the Contract shall relieve the Agency from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.
- 10.2 The Agency shall pay Taxes on all payments made to him under the Contract. The Agency shall pay all the Taxes directly to the Government of Bihar and to the Government of India or to the concerned department. Concerned ULB shall not take any responsibility for any kind of Tax payment to the Government or Quasi-Government bodies at any point of time, other than those required to be deducted at source before the payments are made to the Agency under any law & those practice to the Concerned ULB. The Agency shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

## 11. Payment

Nagar Parishad, Motihari shall make the payment to the Agency for performing works and providing services as follows:

(i) The agency will collect the user charges specified in the notification issued by the state government or to be issued by the ULB and deposit in the Escrow Account opened in a nationalised bank for this purpose.

(ii) The ULB will release 80% of the amount of invoice from the Escrow Account within 7 days from the date of submission of the invoice to the service provider. The ULB shall maintain all the time the balance in escrow account equal to the expected monthly amount of invoice.

(iii) The remaining 20% of amount of monthly invoice shall be paid within the same month after verification and approval from competent authority.

(iv) The municipal authority and the agency should jointly calibrate/ assess the maximum capacity of all vehicles transporting the waste to the processing site. If the municipal authority find that the invoice of a particular month shows the quantity of waste more than the standard norms of generation of waste (400 gm/capita/day), the agency should specify the reason on the invoice or enclose a report with the invoice which shall be either verified by the municipal authority (if satisfied) or shall deduct necessary quantity (if not satisfied with the reason specified by the agency).

(v) The agency should prepare the invoice as per the rates quoted and agreed for each type of waste i.e. municipal waste (door to door collection & road sweeping) and rain cleaning waste

(vi) Neither the agency should submit the invoice based on deployment of manpower nor the authority should make payment on the basis of number of workers deployed and their wages.

(vii) If the ULB has awarded the contract for providing service to clean the whole town on monthly charges basis and if the agency is responsible for performing all services including door to door collection of waste, secondary storage, road sweeping, drain cleaning, transportation of waste and processing of waste, the payment to the agency should be made to the agency on agreed monthly charges basis after deduction of penalty charges for default (if any).

### 13. Penalties

13.1 The officer in-charge or Nodal officer or representative staff of ULB shall visit the service area and inspect residential places, roads, streets, containers, bins, drains and other places and evaluate performance level for collection and transportation of MSW every day. The authorised representative of ULB will inform the agency in writing of deficiencies in work and instruct the agency to improve performance level of services and operations. The agency shall take actions to perform as per the directives given to him by ULB. If the Agency fails to comply with the directions within the specified period, he will be liable for penalties. The concerned Nodal officer shall determine the penalties applicable based on the operations not carried out properly by the agency.

13.2 No penalty will be charged for the first three months from the date of start of actual operation. After three months from the date of start of actual operation i.e. daily door to door collection of MSW including its transportation, the agency shall be subject to the following penalties for his failure to carry out operations and providing services properly:

Basis of Penalty	Penalty value (In Rs.)
Disposal of waste to other place than the designated site	Rs. 1500/- per incidence
If the waste is not collected from more than 5% houses of a ward in a day	Rs. 200/- per incidence per ward
If the waste is not collected from more than 5% shops/ commercial establishment of a commercial area in a day	Rs. 500/- per incidence per commercial area
Non-lifting of garbage completely from (in and around) the containers and dust-bins within 24 hours	Rs. 200/- per incidence
Non adherence of punctuality/timing/route as approved by ULB	Rs. 500/- per incidence
Any vehicle found to be engaged in any work other than transportation of MSW/ any work assigned by the Competent Authority	Rs. 5000/- per incidence

13.3 The Agency shall have to commence daily door to door collection of MSW including its transportation within specified days from the date of agreement and will adhere to Punctuality. In failing to do so, the agency shall submit in writing, to ULB through the Competent Authority, the reasons of delay to get extension in period to start actual operations in the service area. The maximum period of fifteen (15) days may be granted to start actual operations. In failing to start daily door to door collection MSW including its transportation after this extension in period, a penalty of Rs. 1000 (one thousand) per day shall be charged and this penalty shall be applicable only for fifteen (15) days. After this period, ULB can terminate the contract in the situation of non start of field operations.

13.4 The agency shall cater all the wards for daily door to door collection of MSW within two months from the date of issue of work order. In failing to do so, the agency shall submit in writing, to ULB through the Competent Authority, the reasons for delay specifying the area where he is not able to provide the services along with the reason. ULB shall consider the default if the cause is reasonable and genuine. Committee along with the agency shall find out suitable means to resolve the problem. ULB can terminate the contract in the situation of non start of field operations without genuine cause.

Penalties shall be applied in case of defaults without genuine cause. The Health Officer/Chief Sanitary Inspector/Zonal Officer/Assistant Sanitary Inspector / Health Inspector (Daroga) shall notify the project officer/ Chief health officer in writing. A notice will then be served to the agency about such default. The notification shall instruct the agency to present his case indicating the reasons for attracting such penalties. If it found that the cause of default is not by way of agency's action, the notice issuing officer shall determine the actual cause and the agency shall be allowed to rectify the defect immediately without any penalty.

#### 14. Method of Affecting Penalties

14.1 E.O. would constitute a monitoring committee who will be responsible and authorised to decide on all issues related to performance and penalty. The penalties shall be netted before any payments.

#### 15. Hand Back and Transfer

15.1 The ownership of vehicles & equipments handed over to agency for operation, workshop, office space, processing site, building, weigh bridge and all civil works including all modifications, renovations and improvements made their in shall at all times remain that of ULB. At the end of the contract period and or its earlier termination, the agency shall request ULB to take over the vehicles & equipments, workshop, office space, processing site, weigh bridge and building. The ULB shall take over the same within thirty (30) days of such a request being made. The ownership of plant & machinery of processing of waste shall remain with the agency.

15.2 At the end of the contract period and or its earlier termination, the agency shall hand back vacant and peaceful possession of the vehicles & equipments, workshop, office space, processing site, weigh bridge and building in good operable condition to the ULB free of cost.



15.3 At least three (3) months before the expiry of contract period, a joint inspection of the vehicles & equipments, workshop, office space, processing site, weigh bridge and building shall be under taken by the Competent Authority and agency to prepare a list of works and jobs, if any, to be carried out under the contract so as to confirm to the O&M requirements. The agency shall promptly undertake and complete such work and jobs at least one month prior to the expiry of the contract period and ensure facilities and vehicles continue to such requirements until the same are handed back to the ULB.

## 18 Human Resource

18.1 The agency shall, during the Contract Period, have requisite staff/representatives as required to supervise the work, to deal with public and officers/staff of ULB and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.

18.2 The driver appointed/engaged by the agency to operate ULB's vehicles will have to go through driving test. The Bidder shall be free to conduct driving test as per his convenience.

18.3 The Agency shall employ skilled, disciplined and sincere labour (Safai Kamgar here called as Swachhata Doot) in sufficient numbers for carrying out door to door collection, loading and unloading operations at the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Agency's obligations under the Contract and to the satisfaction of the Competent Authority.

18.4 The Agency shall be responsible for health safety measures of his workers.

18.5 Any lack of workforce shall be considered as a Agency's deficiency. The agency shall ensure sufficient staff for different operations under this Contract. No additional payments will be made, if the increase in the work force and equipments are needed at a later stage to meet the requirement of work. The agency may, at his own cost and responsibility, increase workforce and equipments in order to meet the requirement of work. The agency has to ensure presence of adequate workforce to carry out the different task effectively to the satisfaction of concerned ULB.

18.6 The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, The Minimum Wages Act and the Workmen's Compensation Act. In addition to followings:

- The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years age.
- At all times during continuance of the Contract, the agency shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The agency shall keep the ULB indemnified in case any action is taken against the ULB by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.

- The agency shall keep all records desired under the said labour laws, submit periodical returns to the respective statutory Authority. The agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
- The agency shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein, if applicable.
- The agency shall pay the staff deployed by him under this Contract as per the minimum wages act in force and amendments.
- Notwithstanding anything contained herein, the ULB may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost there of from the agency.

## 19. Events of Default

19.1 An event of default on the part of the agency, which results from the agency being unable to fulfil his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

### (a) The agency

- Has repudiated the Contract, or
- Without reasonable excuse has failed to commence operations in accordance to the conditions of contract and/or failed to complete the activities/operations within the time stipulated for completion of the contract.

### (b) Gross misconduct of the agency;

- Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract;
- The agency persistently fails to follow Good Operating Practices in execution of the Contract;
- The agency stops providing all services or part of services without authorization from the Competent Authority;
- The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of contract and agency fails to correct it within a reasonable period of time determined by the Competent Authority;
- If the agency is in breach of any law or statute governing the Operations;
- The agency, in the judgment of the ULB, has engaged in Corrupt and Fraudulent Practices in competing for or in carrying out the Operations under the Contract;
- The agency (in case of a consortium/joint venture) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Corporation;

- The agency is unable to maintain the composition and structure of his organization due to any of the following causes:
  - The agency enters into voluntary or involuntary bankruptcy, or liquidation;
  - The agency becomes insolvent;
  - A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
  - Any act is done or event occurs with respect to the agency or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

20. Termination of Contract Due to Event of Default by Agency

20.1 Without prejudice to any other right or remedy which ULB may have in respect thereof under this contract, upon the occurrence of agency Event of Default, the ULB may, subject to the provisions of this contract, terminate this contract in the manner as set out under:

- If ULB decides to terminate this contract upon the occurrence of a agency's Event of major Default, in the first instance, he shall issue preliminary notice to the agency. Within fifteen (15) days of receipt of preliminary notice, the agency shall submit to ULB through the Competent Authority in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non- submission of the agency's proposal to rectify within the said period of fifteen (15) days, ULB shall be entitled to terminate this Contract by issuing termination notice and to appropriate Security Deposit and carry out the operations through a Successor agency or by ULB at the risk and cost of the agency. If the total amount due to the ULB exceeds any payment due to the agency, the difference shall be a debt payable to the ULB.
- If the agency's proposal to rectify the underlying event of default is submitted within the period stipulated therein, the agency shall have further period of fifteen (15) days to remedy/cure the underlying event of default. If, however the agency fails to remedy/cure the underlying event of default within such further period allowed, ULB shall be entitled this contract, by issue of termination notice and to appropriate to security deposit and carry out the operations through a Successor agency or by ULB at the risk and cost of the agency. If the total amount due to the ULB exceeds any payment due to the agency, the difference shall be a debt payable to the ULB.

20.2 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this contract, if the agency served with the termination Notice cures the underlying event of default to the satisfaction of ULB at any time before the termination occurs, the termination notice shall be withdrawn by the ULB which had issued the same. Provided that the Party in breach shall compensate the ULB for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

21 Termination of contract due to even of default by ULB

21.1 If the ULB fails to release the amount of invoice of agency within the specified time, the agency by giving notice of 30 (thirty) days to the ULB may terminate the contract without demanding any compensation.

21.2 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this contract, if the ULB releases the due payment of agency fully or partly within the period of notice, the agency shall withdraw the notice of termination.

22. Force Majeure Event

22.1 Any of the following events which is beyond the control of the party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:

- (a) Earthquake, flood, inundation and landslide;
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) fire caused by reasons not attributable to the agency/ULB or any of the employees, or agents of the agency/ULB.
- (d) Acts of terrorism
- (e) Strikes, labour disruptions, any other disruptions or public unrest not arising on account of acts of the agency/ULB
- (f) Action of Government Agencies having Material Adverse Effect, including but not limited to:
  - Acts of expropriation compulsory acquisition or take over by any Government agency of the processing/ landfill site facilities or any part thereof
  - Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the agency in any proceeding, which is non-collusive and duly prosecuted.
  - any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the agency's breach or failure in complying with the MSW rule, 2000, O&M requirements defined in the Contract, Applicable laws, Applicable permits, any judgment or order of any Government Agency or of any Contract by which the Agency as the case may be is bound.
  - Early termination of this agreement by ULB for reason of national emergency or national security.
- (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination

by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

- (h) Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
- (i) Any resistance from the citizens or any other groups not allowing to perform the Project/work as stipulated in the tender.

22.2 Force Majeure shall not apply in the following circumstances and events.

- (a) Un-availability, late delivery of the spares, vehicles, weigh bridge, machineries, equipments, materials and consumables for the work on account of change in cost, delay in manufacture;
- (b) A delay in performance of any other agency or employees of the agency;
- (c) Non performance of vehicles, equipments, machineries resulting from wear and tear and not maintained in time.
- (d) Non performance on account of failure to comply with any laws of India related to the work.

22.3 Neither ULB nor the agency shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.

22.4 Upon occurrence of an event considered by the agency to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify ULB's Representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. The agency shall also notify ULB's Representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of ULB's Representative.

22.5 Upon occurrence of any event considered by ULB to constitute Force Majeure, and which may affect performance of ULB's obligations, he shall promptly notify the agency and the agency's Representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. ULB shall also notify the agency of any proposals with the objectives of completing the works and mitigating any increased costs to ULB and the agency.

22.6 Procedure for Calling Force Majeure:

- (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data including relief from them.
- (ii) The Affected Party shall also inform to the other Party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected Party.
- (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.

- (iv) The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
- (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.
- (vi) The Agency shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
- (vii) When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- (viii) The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure; ULB shall not be liable to make any payment to the agency for him being affected on account of Force Majeure. In this situation, the agency shall only be paid for the work done, since unforeseen situation should be shared by both, ULB and agency.

### 23. No Breach of Obligations

23.1 The agency shall not be considered to be in breach of his obligation under this Contract nor shall it incur or suffer any liability if and to the extent performance of any of his obligations under this Contract is affected by or on account of any of the following.

- a. Force Majeure Event,
- b. Compliance with the instruction of the Competent Authority /Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contract of any its obligations hereunder,

### 24. Procedure for Disputes & Arbitration

#### 24.1. Competent Authority's Decision

If a dispute(s) of any kind whatsoever arises between the agency and the Competent Authority's Representative, the same shall be referred to the Competent Authority for his decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause and is for reviewing and giving decisions by the Competent Authority. The Competent Authority shall give its decision within twenty one (21) days of receipt of notice. If agency is not satisfied with the decision of the Competent Authority or the Competent Authority fails to give the decision within the period of twenty one (21) days from the date of receipt of notice under this clause, such a dispute may be referred to arbitration as per Arbitration and Conciliation Act, 1996.

#### 24.2 Sole Arbitration

Except where, otherwise provided for in this Contract, all questions and disputes relating to the meaning of instruction hear in before mentioned or as to any other question, claim, right, matter of handing whatsoever, if any arising out of or relating to this Contract, specification, estimates, instructions, orders or these conditions or otherwise concerning the operations, or the execution or failure to execute the same where arising during the progress of the operations or after completion or abandonment thereof of any matter directly or indirectly connected with this Contract shall be referred to the sole arbitration of the Municipal Commissioner/ Executive Officer, Nagar Parishad, Motihari, and if the Municipal Commissioner/ Executive Officer is unable or unwilling to act as such, then the matter in dispute shall be referred to the Secretary, UD&HD.

## 25. Governing Provisions

25.1 As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.